

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE**

ANGEL ROBERSON, an individual;

Plaintiff,

v.

SEIU HEALTHCARE 1199NW,  
a labor organization,

Defendant.

No. \_\_\_\_\_

**NOTICE OF REMOVAL**

TO: United States District Court for the Western District of Washington at Seattle

PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. §§ 1331, 1367, 1441, and 1446, Defendant SEIU Healthcare 1199NW (“Defendant” or “SEIU 1199NW”) hereby removes this action from the Superior Court of the State of Washington, King County (“King County Superior Court”) to the United States District Court for the Western District of Washington at Seattle.

In support of this notice, Defendant states as follows:

1. On December 4, 2024, Plaintiff Angel Roberson filed this lawsuit against Defendant in King County Superior Court, case number 24-2-28020-1 KNT.

NOTICE OF REMOVAL - 1  
(No. \_\_\_\_\_)

SEIU Healthcare 1199NW  
19823 58<sup>th</sup> Place South, Ste. 200  
Kent, WA 98032  
Phone: (425) 917-1199  
Fax: (425) 917-9707

- 1 2. Plaintiff served the Summons and Complaint on Defendant on December 4, 2024. A true  
2 and correct copy of Plaintiff's Declaration of Service and Summons and Complaint are  
3 attached as **Exhibit A**.
- 4 3. Plaintiff is an employee of Defendant. Plaintiff's position is covered by a Collective  
5 Bargaining Agreement ("CBA") between Defendant SEIU 1199NW and 1199NW Staff  
6 Union ("Staff Union"). The CBA governs the terms and conditions of Plaintiff's  
7 employment. A true and correct copy of the CBA in effect between Defendant and the  
8 Staff Union during times relevant to the Complaint is attached as **Exhibit B**.
- 9 4. The CBA contains numerous, detailed provisions pertaining to wages (e.g. Article 5),  
10 credit for past experience (i.e. Article 5.2), performance evaluations and corrective  
11 actions (e.g. Art. 16), and anti-discrimination (e.g. Article 12). The CBA contains a  
12 comprehensive grievance and arbitration procedure (i.e., Article 17), established as the  
13 sole and exclusive remedy for alleged contract violations. *See, e.g., DelCostello v. Int'l*  
14 *Broth. of Teamsters*, 462 U.S. 151, 163-64 (1983); *United Paperworkers Int'l Union v.*  
15 *Misco, Inc.*, 484 U.S. 29, 37 (1987)("The courts have jurisdiction to enforce collective-  
16 bargaining contracts; but where the contract provides grievance and arbitration  
17 procedures, those procedures must first be exhausted and courts must order resort to the  
18 private settlement mechanisms without dealing with the merits of the dispute.")
- 19 5. Prior to filing the Complaint, Plaintiff filed a grievance under the CBA alleging that she  
20 was being paid at the incorrect step on the pay scale established in the CBA, claiming she  
21 had not been properly credited for her prior experience as required by the CBA. The  
22 Staff Union represented Plaintiff during the grievance process. According to the  
23  
24  
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Complaint, the Staff Union declined to arbitrate Plaintiff's grievance when it was not resolved in the first two steps of the process.

6. Plaintiff alleges in Count 1 that Defendant discriminated against her at least in part by creating a hostile work environment for her and retaliating against her, allegedly because she filed the grievance.
7. Plaintiff alleges in Count 2 that Defendant retaliated against her for engaging in statutorily protected activity by way of requesting appropriate credit for past experience.
8. Plaintiff alleges in Count 3 that Defendant committed wage theft by willfully paying Plaintiff less than Defendant was obligated to by the CBA.

**I. REMOVAL IS PROPER BECAUSE THIS COURT HAS FEDERAL QUESTION JURISDICTION.**

9. Pursuant to 28 U.S.C. § 1441(a), federal question jurisdiction arising under 28 U.S.C. § 1331 may form the basis for removing a state court action to federal district court. Even though Plaintiff presents her claims as arising under state law, they are governed by § 301 of the Labor Management Relations Act ("LMRA"), 29 U.S.C. § 185(a).
10. The LMRA gives federal district courts jurisdiction over lawsuits alleging a violation of a CBA. The U.S. Supreme Court has interpreted § 301 of the LMRA as requiring federal preemption of state law causes of action that are inextricably intertwined with consideration of the terms of a labor contract. *See Allis-Chalmers Corp. v. Lueck*, 471 U.S. 202, 209-10 (1985). Any state law claim that requires interpretation of a CBA is completely pre-empted. *Id.* at 213. If the claim arises out of a CBA, the complaint must be recharacterized as a Section 301 suit. *See Olguin v. Inspiration Consolidated Copper Co.*, 740 F.2d 1468, 1472 (9th Cir. 1984).

1 11. Plaintiff's discrimination, retaliation and wage theft claims are all preempted by § 301  
2 because they all are firmly embedded within the terms of the CBA and require an  
3 analysis of the CBA to determine whether Plaintiff was entitled to something different  
4 under the CBA than what she received.

5 12. In Count 1 and Count 2, Plaintiff alleges violation of the Washington Law Against  
6 Discrimination, claiming that Defendant created a hostile work environment for her in  
7 retaliation for filing a grievance about her pay rate. Her payrate is set according to the  
8 terms of the CBA. She contends that Defendant retaliated in its manner of supervising  
9 her and evaluating her performance, both subjects that are governed by the terms of the  
10 CBA between Defendant and Staff Union.

11 13. In Count 3, Plaintiff contends that Defendant willfully withheld wages owed to Plaintiff.  
12 Although state law requires employers to pay employees according to rates agreed upon  
13 in CBAs, whether the Defendant has done so can only be determined as a question of  
14 federal law given the preemptive powers of LMRA § 301.

15 14. Plaintiff's state discrimination, retaliation, and wage claims cannot be resolved without  
16 an in-depth examination and interpretation of the CBA terms. For the foregoing reasons,  
17 this Court has jurisdiction over this civil action pursuant to 28 U.S.C. § 1331.  
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21 **II. THE COURT HAS SUPPLEMENTAL JURISDICTION OVER PLAINTIFF'S**  
22 **CLAIMS**

23 15. U.S. District Courts have supplemental jurisdiction under 28 U.S.C. § 1367(a) over all  
24 other claims that are related to claims in the action within such original jurisdiction that  
25 they form part of the same case or controversy under Article III of the United States

1 Constitution. Plaintiff's claims for wages owed under the CBA indisputably are subject  
2 to federal question jurisdiction as they are governed by § 301 of the LMRA. To the  
3 extent that any of Plaintiff's claims do not present a federal question, this Court has  
4 supplemental jurisdiction to hear and decide all claims asserted by Plaintiff in her  
5 Complaint.

6 16. This Notice of Removal is filed subject to and with full reservation of rights. No  
7 admission of fact, law or liability is intended by this Notice of Removal and all defenses,  
8 motions and pleas are expressly reserved.  
9

10 **III. DEFENDANT SEIU 1199NW HAS SATISFIED THE PROCEDURAL**  
11 **REQUIREMENT FOR REMOVAL**

12 17. Defendant first received notice of this action on December 4, 2024. This Notice is  
13 therefore timely filed pursuant to 28 U.S.C. § 1446(b).

14 18. Defendant has not yet filed an Answer, but will respond in compliance with the deadline  
15 set forth in Fed. R. Civ. P. 81(c)(2).

16 19. This Court has personal jurisdiction over the parties.

17 20. Venue is proper in the Western District of Washington at Seattle because the claim arose  
18 in King County, Washington. *See* 28 U.S.C. § 1441(a).

19 21. Defendant is the only named defendant in the Complaint. All requirements for removal  
20 established in 28 U.S.C. §§ 1441(a) and 1441(b) are met.

21 22. Defendant will provide notice of this removal to Plaintiff's counsel of record and the  
22 Superior Court pursuant to 28 U.S.C. § 1446(d).

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24 ///

25 ///

1 WHEREFORE, Defendant SEIU 1199NW hereby removes the above-entitled action and  
2 respectfully gives notice that the action is removed from the King County Superior Court to the  
3 United States District Court for the Western District of Washington at Seattle.

4 DATED this 24<sup>th</sup> day of December, 2024.

5 Attorneys for Defendant SEIU 1199NW

6 /s/ Liz Dedrick

7 Carson Flora, WSBA #37608

8 Liz Dedrick, WSBA#51875

9 SEIU Healthcare 1199NW

10 19823 58<sup>th</sup> Place South, Ste. 200

11 Kent, WA 98032

12 Phone: (425) 919-7271

13 Fax: (425) 917-9707

14 [lizd@seiu1199nw.org](mailto:lizd@seiu1199nw.org)

**CERTIFICATE OF SERVICE**

I hereby certify that on this day I filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the following:

John M. Cummings  
Eisenhower Carlson PLLC  
909 A Street, Suite 600  
Tacoma, WA 98402  
[jcummings@eisenhowerlaw.com](mailto:jcummings@eisenhowerlaw.com)

DATED this 24<sup>th</sup> day of December, 2024.

/s/ Laurel Webb  
Carson Flora, WSBA #37608  
Laurel Webb, WSBA#54774  
SEIU Healthcare 1199NW  
19823 58<sup>th</sup> Place South, Ste. 200  
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*Attorneys for Plaintiff SEIU 1199NW*

NOTICE OF REMOVAL  
CERTIFICATE OF SERVICE  
(No. \_\_\_\_\_)

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